

# **TeleCampus Educational Course Materials Agreement**

**This Agreement** is made the 24th day of June, 2005, by and between the University of Texas at Dallas ("University"), and the University of Texas System TeleCampus ("TeleCampus").

## **Recitals**

A. TeleCampus offers courses as part of a Master of Arts in Teaching – Science Education (SCE 5301 Critical Issues in Science Education; SCE 5305 Evaluating Research in Science Education; SCE 5308 Research Design and Methodology; SCI 5325 Integrated Science for Teachers-Earth) to the public.

B. The University wishes to participate in the TeleCampus's course offerings and shall contribute its own materials and expertise thereto pursuant to this Agreement.

C. The University also will select faculty members qualified to create course materials who may also teach courses (each an "Author") and in some cases, faculty qualified to teach courses that they did not create (each an "Instructor") to be offered through the TeleCampus.

D. Each Author designated to prepare and teach course materials and each Instructor designated to teach courses will execute an agreement with University and TeleCampus detailing the Author's, Instructor's, University's and TeleCampus' specific obligations, as set forth in Exhibits A and B hereto.

## **WITH RESPECT TO THE UNIVERSITY'S COMMITMENT AND PROVISION OF MATERIALS AND RESOURCES, THE UNIVERSITY AND THE TELECAMPUS AGREE THAT:**

### **1. Rights Granted**

All contributions of original manuscripts or other original materials developed in connection with this Agreement by the University for TeleCampus delivery (the "University Contribution") shall remain the property of the University. University shall offer the University Contribution as a TeleCampus course at least one long semester for each year of the term of this Agreement and any renewals thereof, as set forth in this Agreement. TeleCampus has no right to sublicense any use of the University Contribution outside the University of Texas System ("U.T. System"). Any such sublicense of the University Contribution outside U.T. System will require a separate agreement with the University.

### **2. Quoted Material**

With the exception of short excerpts from others' works, which constitute fair use, University's Contribution will contain no material from other copyrighted works without a written consent of the copyright holder. The University will obtain such consents at its own expense, after consultation with the TeleCampus, and will file copies with the TeleCampus at the time the University Contribution is delivered. Any obligations associated with permissions will be the responsibility of the University.

### **3. Publication of the Work**

The University Contribution shall be offered through the TeleCampus as soon as circumstances permit after receipt and approval by the TeleCampus, in such manner as it shall deem appropriate.

### **4. University's Warranty**

(a) University warrants that it is the only owner of the University Contribution and has full power and authority to make this Agreement; that University has made a good faith effort to follow the U.T. System Copyright Policy and that the University Contribution does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.

(b) To the extent that an act of the University that results in a claim of copyright infringement was authorized by the U.T. System Copyright Policy (<http://www.utsystem.edu/ogc/intellectualproperty/copypol2.htm>), in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of Texas, the U.T. System will defend, indemnify and hold harmless the University against all claims, suits, costs, damages and expenses that they may sustain by reason of such infringement or violation by University of any copyright.

(c) In all other cases, the University will defend, indemnify, and hold harmless the TeleCampus and/or its licensees against all claims, suits, costs, damages, and expenses that the TeleCampus and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the University Contribution or any infringement or violation by the University Contribution of any copyright or property right; and until such claim or suit has been settled or withdrawn, the TeleCampus may withhold any sums due the University under this Agreement.

### **5. University's Obligations; Consideration**

(a) University shall appoint faculty members with sufficient expertise to create and teach courses. University shall provide resources to faculty as may be required in each case to fulfill the faculty Author's commitment as described in an Author agreement in the form of Exhibit A hereto or to fulfill the Instructor's commitment as described in an Instructor agreement in the form of Exhibit B hereto. Such resources shall include, but not be limited to:

- (i) production support for course creation, maintenance and upgrades
  - (ii) support for up to two (2) faculty to attend TeleCampus Academic Affairs meetings once each year for full degree or certificate program courses
  - (iii) support to attend TeleCampus training for replacement faculty who are appointed to teach courses authored by others during the term of this Agreement
  - (iv) support needed to insure faculty Authors and Instructors are in compliance with the Principles of Good Practice as required by Texas Higher Education Coordinating Board and Southern Association of Colleges and Schools Commission on Colleges.
- (b) At any time during the term of this Agreement, if an Author or Instructor no longer can or will teach the course, University will appoint a replacement Instructor. If it cannot appoint a replacement Instructor, University will provide 18 months notice to TeleCampus before terminating its Author or Instructor support if the course is part of a program, or 12 months notice for courses that are not part of a program. Upon receipt of notice from University that it will not provide Author or Instructor support for a course, TeleCampus is expressly authorized to work with other U.T. institutions to offer the course.

(c) In consideration for the University's agreement to provide Authors and Instructors with expertise in the areas required to create and teach the courses contemplated by this Agreement, the grant of rights set forth in Section 1, the provision of resources as required in a particular case and delivery of the University's Contribution in accordance with the provisions of this Agreement and the Author and Instructor agreements that will be attached hereto and become a part of this Agreement, TeleCampus shall provide University \$39,717.35 and training, access to course management system, 24/7/365 technical support for faculty and students, digital library resources, and other services as they become available, such as online tutoring services and plagiarism-detection tools upon execution of this Agreement.

## **6. Term and Termination**

(a) This Agreement shall remain in effect for ten (10) years unless terminated earlier in accordance with this Section 6 (one year development, nine years teaching). Upon expiration of the term and any renewal term(s) as described in Section 6(c), or upon earlier termination in accordance with Section 6(b), TeleCampus shall retain a non-exclusive right to use the structure and organization of the University Contribution as a guide for the creation of a new course.

(b) In the event that any party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.

(c) If University defaults on its obligations hereunder, TeleCampus shall be entitled to recover from University that portion of the consideration paid under Section 5(c) that

represents either (i) the value of the work still required to complete the Course or (ii) a prorated amount based on the number of years remaining of the ten (10) year term of the agreement, as TeleCampus shall decide in its sole discretion.

(d) Upon the expiration of the term of this Agreement, the Agreement will automatically renew for additional one (1) year terms, upon the same terms and conditions as set forth herein, unless a party notifies the other within 180 days prior to the expiration of the term or prior to the end of any renewal term that it desires to terminate the Agreement.

## **7. Options/Contracts Third Parties**

Nothing contained in Section 6 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of either the University or the TeleCampus in the income resulting from such agreements.

## **8. Amendments**

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the University and the TeleCampus concerning the University's Contribution, and any amendments to this Agreement shall not be valid unless made in writing and signed by all parties.

## **9. Construction, Binding Effect, and Assignment**

This Agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives, and references to the Author, the University and the TeleCampus shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

The University of Texas at Dallas

The University of Texas System TeleCampus

Signature of Authorized Officer

Dr. Larry Terry

Signature of Authorized Officer

Darcy W. Hardy

Printed Name

Printed Name

Interim Executive Vice President of  
Business Affairs

Assistant Vice Chancellor for Academic Affairs

Title

Title

Director, UT TeleCampus

## **Exhibit A**

# **Author Agreement for TeleCampus Educational Course Materials**

### **Course Materials Jointly Owned by Author and University**

**This Agreement** is made the 1st day of August, 2005, by and between Dr. Fred L. Fifer, Jr. with Drs. Rebekah K. Nix and Cynthia E. Ledbetter ("Author," and if there is more than one author then all of them collectively), the University of Texas at Dallas ("University"), and the University of Texas System TeleCampus ("TeleCampus").

### **Recitals**

- A. The Author and University desire to develop a course titled SCE 5301 Critical Issues in Science Education (the "Course").
- B. The Author and University shall each contribute copyrightable expression to and intend to be joint owners of educational course materials that will constitute the Course.
- C. The Course will be offered through the TeleCampus.

### **THE AUTHOR, THE UNIVERSITY AND THE TELECAMPUS AGREE THAT:**

#### **1. Rights Granted**

All contributions of original manuscripts or other original materials developed in connection with this Agreement by the Author for TeleCampus delivery (the "Author's Contribution ") shall remain the property of the Author. Author agrees that University may offer the Author's Contribution as a TeleCampus Course at least one long semester for each year of the term of this Agreement and renewals thereof, as set forth in this Agreement. TeleCampus has no right to sublicense any use of the Author's Contribution outside the University of Texas System ("U.T. System"). Any such sublicense of the Author's Contribution outside U.T. System will require a separate agreement with the Author.

#### **2. Completion of Author's Contribution to the Course; Other Obligations**

- (a) The Author and the University will prepare and deliver the Course to the TeleCampus according to the schedule set forth in Attachment A to be offered initially Fall 2006, with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work in form and content satisfactory to TeleCampus.

- (b) The Author will attend all mandatory training sessions held for TeleCampus contributors.
- (c) The Author will cooperate with TeleCampus instructional design staff. TeleCampus design staff shall have sole discretion to make all decisions concerning Course design.
- (d) Within thirty (30) days after the parties have executed this Agreement, Author or University representative shall convey to TeleCampus staff the name of one or more persons who have agreed to be Author's production assistant(s).
- (e) The Author will assure that no more than 20% of the Course content consists of materials resident outside of the TeleCampus course management system.
- (f) The Author shall take and pass the Copyright Course Test within 30 days after executing this Agreement or after attending TeleCampus Faculty Training, and will provide the completion certificate to the TeleCampus.
- (g) The Author will comply with the Principles of Good Practice in developing, teaching and evaluating the Course. The Author will submit the completed Principles of Good Practice Self Study prior to initial Course offering.
- (h) Author's or University's failure to meet any of these obligations, including but not limited to the obligation of strict adherence to the schedule set forth in Attachment A, shall be a material breach of this Agreement entitling the TeleCampus immediately to terminate this Agreement pursuant to Section 8(b) and to recover from the Author and/or the University any sums or other resources advanced in connection with the Course. Upon such termination, neither the University nor the Author may offer the Course elsewhere until such advances have been repaid.

### **3. Quoted Material**

With the exception of short excerpts from others' works, which constitute fair use, the Course will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents after consultation with the TeleCampus and will file copies with the TeleCampus at the time the Course is delivered. Any obligations associated with permissions will be the responsibility of the Author.

### **4. Author's Warranty**

- (a) The Author warrants that he or she is the owner of the Author's Contribution and has full power and authority to make this agreement; that he or she will make a good faith effort to follow the U.T. System Copyright Policy (<http://www.utsystem.edu/ogc/intellectualproperty/copypol2.htm>) and that the Author's Contribution will not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.

(b) To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the U.T. System Copyright Policy, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of Texas, the U.T. System will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that he or she may sustain by reason of such infringement or violation by them of any copyright.

(c) In all other cases, the Author will defend, indemnify, and hold harmless the TeleCampus and/or its licensees against all claims, suits, costs, damages, and expenses that the TeleCampus and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Author's Contribution or any infringement or violation by the Author's Contribution of any copyright or property right; and until such claim or suit has been settled or withdrawn, the TeleCampus may withhold any sums due the Author under this agreement.

## **5. Consideration**

(a) In consideration for the grant of rights set forth in Section 1 and delivery of the Course in accordance with the provisions of this Agreement, TeleCampus shall contribute the following resources to the creation of the Course: Training, access to course management system, 24X7X365 technical support for faculty and students, digital library resources, and other services as they become available, such as online tutoring services and plagiarism-detection tools.

(b) University will contribute resources for the creation of the Course, such as materials, hardware, software, production assistance, other assistance, videotaping, programming, teaching load credit, and funding.

(c) University will provide release time to the Author adequate to insure that the Author can meet the contractual obligation to develop the Course through the TeleCampus as required by this Agreement.

(d) University will provide all funds reasonably required to secure permissions Author determines are needed pursuant to Section 3.

## **6. Subsidiary Rights**

The University and the Author do not anticipate commercial exploitation of the Work and so have not allocated the exclusive right to license subsidiary rights to either of them.

## **7. Revisions**

When the Author is also the Instructor, the Author shall retain the right to revise the Author's Contribution during the time the Author is developing and teaching the Course, in accordance with academic standards. The Author further agrees to update the Author's Contribution within sixty (60) days after the receipt of a written request from the TeleCampus during the teaching period and any agreed upon extensions, with the

understanding that all requested revisions should be completed ninety (90) days before the next course offering. The provisions of this Agreement shall apply to each revision of the Author's Contribution by the Author as though that revision were the Course being published for the first time under this Agreement. In the event that the Author is unable or unwilling to provide a revision within the above-referenced time frame after the University or the TeleCampus has requested it, or should the Author be deceased, or at any time after the teaching period and agreed upon extensions, the University or the TeleCampus may have revisions made and may display, in the revised work and in advertising, the name of the person or persons who performed such revisions.

## **8. Term and Termination**

(a) This Agreement shall remain in effect for ten (10) years unless terminated earlier in accordance with this Section 8. Upon expiration of the term and any renewal term(s) described in Section 8(d), or upon earlier termination in accordance with Sections 8(b) or 8(c), the rights granted in the Course shall revert to those provided to joint owners under law subject to retention by the TeleCampus of a non-exclusive right to use the structure and organization of the Course as a guide for the creation of a new course.

(b) If Author or University breaches any obligation contained in Section 2, TeleCampus shall be entitled to terminate this Agreement immediately and obtain the remedy set forth in Section 2.

(c) In the event that any party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.

(d) Upon the expiration of the term of this Agreement, this Agreement shall automatically renew for additional one (1) year terms, upon the same terms and conditions as set forth herein, unless a party notifies the other within 180 days prior to the expiration of the term or prior to the end of any renewal term that it desires to terminate the Agreement.

## **9. Options/Contracts Third Parties**

Nothing contained in Section 8 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of either the University, the Author or the TeleCampus in the income resulting from such agreements.

## **10. Amendments**

The written provisions contained in this Agreement constitute the sole and entire agreement made among the Author, the University and the TeleCampus concerning this work, and any amendments to this Agreement shall not be valid unless made in writing and signed by all parties.




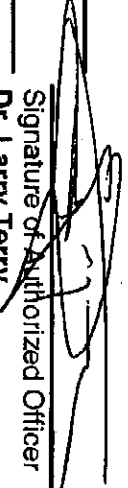
## 11. Construction, Binding Effect, and Assignment

This Agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author, the University and the TeleCampus shall include their heirs, successors, assigns, and personal representatives.



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

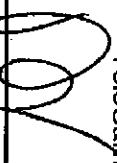
The University of Texas at Dallas


  
Signature of Author  
**Dr. Fred L. Fifer, Jr.**  
Printed Name  
**Professor**  
Title

  
Signature of Authorized Officer  
**Dr. Larry Terry**  
Printed Name  
**Interim Executive Vice President of Business Affairs**  
Title

The University of Texas System  
TeleCampus

  
Signature of Author  
**Dr. Rebekah K. Nix**  
Printed Name  
**Senior Lecturer**  
Title  
  
Signature of Author  
**Dr. Cynthia E. Ledbetter**  
Printed Name  
**Associate Professor, Program Head**  
Title

  
Signature of Authorized Officer  
**Marcyn W. Hardy**  
Printed Name  
**Assistant Vice Chancellor for Academic Affairs**  
Title  
**Director, UT TeleCampus**

  
Signature of Dean of 1<sup>st</sup> Author's College  
**Dr. John Ferraris**  
Printed Name  
**Interim Dean, School of Natural Sciences and Mathematics**  
Title

Please print a copy of the Course Development Schedule and attach it to this agreement as Attachment A.

## **Course Development Schedule New Courses**

The following general timeline must be followed for any course funded or supported fully by the UT TeleCampus (UTTC).

It is the responsibility of the course authors to work with their campuses' leadership and staff to develop an internal timeline for completion of these items, which will allow for planning for appropriate use of campus resources. Sample schedules are also available from the UTTC, upon request. Contact Michael Anderson ([mmanderson@utsystem.edu](mailto:mmanderson@utsystem.edu), 512-499-4262) or Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411) with any questions about this checklist and deadlines.

### **Month One**

- **Complete and sign Faculty-UT TeleCampus agreements.**  
Contact: Marta Hubbard, [mhubbard@utsystem.edu](mailto:mhubbard@utsystem.edu), 512/499-4212
- **Attend UT TeleCampus Faculty Training.**  
See <http://www.telecampus.utsystem.edu/index.cfm/4,589,84,72.html> for dates and registration procedures.
- **Complete these online information tools (access will be given after training):**
  - **Computer Basics**
  - **Developing Courses with the UT TeleCampus: An Instructional Design Tutorial**
  - **Copyright: Just the Basics**
- **Complete the Digital Library Course.**  
<http://bit.lib.utsystem.edu/>
- **Review the Principles of Good Practice for electronically delivered instruction.**  
see <http://www.telecampus.utsystem.edu/index.cfm/4,0,84,74.html>

### **Month Two**

- **Faculty/production staff request a blank Blackboard course shell.**  
Contact [uttcoursedev@utsystem.edu](mailto:uttcoursedev@utsystem.edu) with at least five working days notice.
- **Initial design decisions made for the course by faculty** – organization, instructional model, etc.

### **Month Three**

- **Production staff/faculty develop course “look and feel”** – colors, graphics, fonts, etc.
- **Syllabus loaded by production staff.**

### **Month Four**

- **At least one complete lesson loaded by production staff.**
- **Multimedia content identified by faculty**, faculty and staff plan for development and delivery.
- **Copyright permissions secured by faculty** for content not developed by the course author. Provide copies of those permissions to UT TeleCampus. Contact: Marta Hubbard, ([mhubbard@utsystem.edu](mailto:mhubbard@utsystem.edu), 512/499-4212)
- **Checkpoint #1** – Syllabus and at least one lesson are reviewed by UT TeleCampus staff.  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)

#### **Month Five**

- **Production staff load at least half of the course content, including tests.**
- **Checkpoint #2** – Course content is reviewed by UT TeleCampus staff using Safari on a Mac.  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **Remaining course content is loaded by production staff.**

#### **Month Eight**

- **Course content is complete, copy-editing begins.**  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **The Principles of Good Practice Self Study is completed by faculty.** Provide a copy of the self study signed by the faculty member, Dean and VPAA or Provost to UT TeleCampus.  
Contact: Marta Hubbard, ([mhubbard@utsystem.edu](mailto:mhubbard@utsystem.edu), 512/499-4212)
- **Copy Edit is complete,** comments sent to faculty.

#### **Month Nine**

- **Faculty-approved copy-edit changes are completed, technical review by UTTG begins.**  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **Technical review is complete, comments sent to production staff.**
- **Corrections of issues noted in the technical review are completed by production staff.**
- **Final check completed by UT TeleCampus, course is released for student pre-enrollment.**  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **Semester Begins**

## **Exhibit A**

# **Author Agreement for TeleCampus Educational Course Materials**

### **Course Materials Jointly Owned by Author and University**

**This Agreement** is made the 1st day of August, 2005, by and between Dr. Cynthia E. Ledbetter with Drs. Rebekah K. Nix and Fred L. Fifer, Jr. ("Author," and if there is more than one author then all of them collectively), the University of Texas at Dallas ("University"), and the University of Texas System TeleCampus ("TeleCampus").

### **Recitals**

- A. The Author and University desire to develop a course titled SCE 5308 Research Design and Methodology (the "Course").
- B. The Author and University shall each contribute copyrightable expression to and intend to be joint owners of educational course materials that will constitute the Course.
- C. The Course will be offered through the TeleCampus.

### **THE AUTHOR, THE UNIVERSITY AND THE TELECAMPUS AGREE THAT:**

#### **1. Rights Granted**

All contributions of original manuscripts or other original materials developed in connection with this Agreement by the Author for TeleCampus delivery (the "Author's Contribution ") shall remain the property of the Author. Author agrees that University may offer the Author's Contribution as a TeleCampus Course at least one long semester for each year of the term of this Agreement and renewals thereof, as set forth in this Agreement. TeleCampus has no right to sublicense any use of the Author's Contribution outside the University of Texas System ("U.T. System"). Any such sublicense of the Author's Contribution outside U.T. System will require a separate agreement with the Author.

#### **2. Completion of Author's Contribution to the Course; Other Obligations**

- (a) The Author and the University will prepare and deliver the Course to the TeleCampus according to the schedule set forth in Attachment A to be offered initially Spring 2007, with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work in form and content satisfactory to TeleCampus.

- (b) The Author will attend all mandatory training sessions held for TeleCampus contributors.
- (c) The Author will cooperate with TeleCampus instructional design staff. TeleCampus design staff shall have sole discretion to make all decisions concerning Course design.
- (d) Within thirty (30) days after the parties have executed this Agreement, Author or University representative shall convey to TeleCampus staff the name of one or more persons who have agreed to be Author's production assistant(s).
- (e) The Author will assure that no more than 20% of the Course content consists of materials resident outside of the TeleCampus course management system.
- (f) The Author shall take and pass the Copyright Course Test within 30 days after executing this Agreement or after attending TeleCampus Faculty Training, and will provide the completion certificate to the TeleCampus.
- (g) The Author will comply with the Principles of Good Practice in developing, teaching and evaluating the Course. The Author will submit the completed Principles of Good Practice Self Study prior to initial Course offering.
- (h) Author's or University's failure to meet any of these obligations, including but not limited to the obligation of strict adherence to the schedule set forth in Attachment A, shall be a material breach of this Agreement entitling the TeleCampus immediately to terminate this Agreement pursuant to Section 8(b) and to recover from the Author and/or the University any sums or other resources advanced in connection with the Course. Upon such termination, neither the University nor the Author may offer the Course elsewhere until such advances have been repaid.

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With the exception of short excerpts from others' works, which constitute fair use, the Course will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents after consultation with the TeleCampus and will file copies with the TeleCampus at the time the Course is delivered. Any obligations associated with permissions will be the responsibility of the Author.

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(b) To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the U.T. System Copyright Policy, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of Texas, the U.T. System will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that he or she may sustain by reason of such infringement or violation by them of any copyright.

(c) In all other cases, the Author will defend, indemnify, and hold harmless the TeleCampus and/or its licensees against all claims, suits, costs, damages, and expenses that the TeleCampus and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Author's Contribution or any infringement or violation by the Author's Contribution of any copyright or property right; and until such claim or suit has been settled or withdrawn, the TeleCampus may withhold any sums due the Author under this agreement.

## **5. Consideration**

(a) In consideration for the grant of rights set forth in Section 1 and delivery of the Course in accordance with the provisions of this Agreement, TeleCampus shall contribute the following resources to the creation of the Course: Training, access to course management system, 24X7X365 technical support for faculty and students, digital library resources, and other services as they become available, such as online tutoring services and plagiarism-detection tools.

(b) University will contribute resources for the creation of the Course, such as materials, hardware, software, production assistance, other assistance, videotaping, programming, teaching load credit, and funding.

(c) University will provide release time to the Author adequate to insure that the Author can meet the contractual obligation to develop the Course through the TeleCampus as required by this Agreement.

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The University and the Author do not anticipate commercial exploitation of the Work and so have not allocated the exclusive right to license subsidiary rights to either of them.

## **7. Revisions**

When the Author is also the Instructor, the Author shall retain the right to revise the Author's Contribution during the time the Author is developing and teaching the Course, in accordance with academic standards. The Author further agrees to update the Author's Contribution within sixty (60) days after the receipt of a written request from the TeleCampus during the teaching period and any agreed upon extensions, with the

understanding that all requested revisions should be completed ninety (90) days before the next course offering. The provisions of this Agreement shall apply to each revision of the Author's Contribution by the Author as though that revision were the Course being published for the first time under this Agreement. In the event that the Author is unable or unwilling to provide a revision within the above-referenced time frame after the University or the TeleCampus has requested it, or should the Author be deceased, or at any time after the teaching period and agreed upon extensions, the University or the TeleCampus may have revisions made and may display, in the revised work and in advertising, the name of the person or persons who performed such revisions.

## **8. Term and Termination**

(a) This Agreement shall remain in effect for ten (10) years unless terminated earlier in accordance with this Section 8. Upon expiration of the term and any renewal term(s) described in Section 8(d), or upon earlier termination in accordance with Sections 8(b) or 8(c), the rights granted in the Course shall revert to those provided to joint owners under law subject to retention by the TeleCampus of a non-exclusive right to use the structure and organization of the Course as a guide for the creation of a new course.

(b) If Author or University breaches any obligation contained in Section 2, TeleCampus shall be entitled to terminate this Agreement immediately and obtain the remedy set forth in Section 2.

(c) In the event that any party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.

(d) Upon the expiration of the term of this Agreement, this Agreement shall automatically renew for additional one (1) year terms, upon the same terms and conditions as set forth herein, unless a party notifies the other within 180 days prior to the expiration of the term or prior to the end of any renewal term that it desires to terminate the Agreement.

## **9. Options/Contracts Third Parties**

Nothing contained in Section 8 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of either the University, the Author or the TeleCampus in the income resulting from such agreements.

## **10. Amendments**


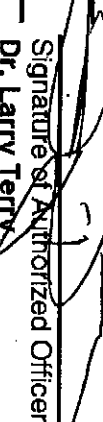
The written provisions contained in this Agreement constitute the sole and entire agreement made among the Author, the University and the TeleCampus concerning this work, and any amendments to this Agreement shall not be valid unless made in writing and signed by all parties.

## 11. Construction, Binding Effect, and Assignment

This Agreement shall be construed and interpreted according to the laws of the State of Texas and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author, the University and the TeleCampus shall include their heirs, successors, assigns, and personal representatives.


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.


The University of Texas at Dallas

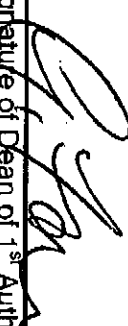
	
<u>Signature of Author</u>	<u>Signature of Authorized Officer</u>
<u>Dr. Rebekah K. Nix</u>	<u>Dr. Larry Terry</u>
<u>Printed Name</u>	<u>Printed Name</u>
<u>Senior Lecturer</u>	<u>Interim Executive Vice President of</u>
<u>Title</u>	<u>Business Affairs</u>

<u>Printed Name</u>
<u>Associate Professor, Program Head</u>
<u>Title</u>

The University of Texas System  
TeleCampus


<u>Signature of Author</u>
<u>Dr. Fred L. Fifer, Jr.</u>
<u>Printed Name</u>
<u>Professor</u>
<u>Title</u>


<u>Signature of Authorized Officer</u>
<u>Darcy W. Hardy</u>
<u>Printed Name</u>
<u>Assistant Vice Chancellor for Academic Affairs</u>
<u>Title</u>
<u>Director, UT TeleCampus</u>


<u>Signature of Dean of 1<sup>st</sup> Author's College</u>
<u>Dr. George W. Fair</u>
<u>Printed Name</u>
<u>Dean, School of General Studies</u>
<u>Title</u>

Please print a copy of the Course Development Schedule and attach it to this agreement as Attachment A.



## **Course Development Schedule New Courses**

The following general timeline must be followed for any course funded or supported fully by the UT TeleCampus (UTC).

It is the responsibility of the course authors to work with their campuses' leadership and staff to develop an internal timeline for completion of these items, which will allow for planning for appropriate use of campus resources. Sample schedules are also available from the UTC, upon request. Contact Michael Anderson ([mmanderson@utsystem.edu](mailto:mmanderson@utsystem.edu), 512-499-4262) or Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411) with any questions about this checklist and deadlines.

### **Month One**

- **Complete and sign Faculty-UT TeleCampus agreements.**  
Contact: Marta Hubbard, [mhubbard@utsystem.edu](mailto:mhubbard@utsystem.edu), 512/499-4212
- **Attend UT TeleCampus Faculty Training.**  
See <http://www.telecampus.utsystem.edu/index.cfm?4,589,84,72,html> for dates and registration procedures.
- **Complete these online information tools (access will be given after training):**
  - **Computer Basics**
  - **Developing Courses with the UT TeleCampus: An Instructional Design Tutorial**
  - **Copyright: Just the Basics**
- **Complete the Digital Library Course.**  
<http://dlit.lib.utsystem.edu/>
- **Review the Principles of Good Practice for electronically delivered instruction.**  
see <http://www.telecampus.utsystem.edu/index.cfm?4,0,84,74,html>

### **Month Two**

- **Faculty/production staff request a blank Blackboard course shell.**  
Contact [utccoursedev@utsystem.edu](mailto:utccoursedev@utsystem.edu) with at least five working days notice.
- **Initial design decisions made for the course by faculty** – organization, instructional model, etc.

### **Month Three**

- **Production staff/faculty develop course "look and feel"** – colors, graphics, fonts, etc.
- **Syllabus loaded by production staff.**

### **Month Four**

- **At least one complete lesson loaded by production staff.**
- **Multimedia content identified by faculty**, faculty and staff plan for development and delivery.
- **Copyright permissions secured by faculty** for content not developed by the course author.  
Provide copies of those permissions to UT TeleCampus. Contact: Marta Hubbard, ([mhubbard@utsystem.edu](mailto:mhubbard@utsystem.edu), 512/499-4212)
- **Checkpoint #1** – Syllabus and at least one lesson are reviewed by UT TeleCampus staff.  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)

#### **Month Five**

- **Production staff load at least half of the course content, including tests.**
- **Checkpoint #2** – Course content is reviewed by UT TeleCampus staff using Safari on a Mac.  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **Remaining course content is loaded by production staff.**

#### **Month Eight**

- **Course content is complete, copy-editing begins.**  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **The Principles of Good Practice Self Study is completed by faculty.** Provide a copy of the self study signed by the faculty member, Dean and VPAA or Provost to UT TeleCampus.  
Contact: Marta Hubbard, ([mhubbard@utsystem.edu](mailto:mhubbard@utsystem.edu), 512/499-4212)
- **Copy Edit is complete,** comments sent to faculty.

#### **Month Nine**

- **Faculty-approved copy-edit changes are completed, technical review by UTTC begins.**  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **Technical review is complete,** comments sent to production staff.
- **Corrections of issues noted in the technical review are completed by production staff.**
- **Final check completed by UT TeleCampus, course is released for student pre-enrollment.**  
Contact: Jennifer Freeman ([jfreeman@utsystem.edu](mailto:jfreeman@utsystem.edu), 512-499-4411)
- **Semester Begins**

## **Exhibit A**

# **Author Agreement for TeleCampus Educational Course Materials**

### **Course Materials Jointly Owned by Author and University**

**This Agreement** is made the 1st day of August, 2005, by and between Dr. Rebekah K. Nix with Drs. Cynthia E. Ledbetter and Fred L. Fifer, Jr. ("Author," and if there is more than one author then all of them collectively), the University of Texas at Dallas ("University"), and the University of Texas System TeleCampus ("TeleCampus").

### **Recitals**

- A. The Author and University desire to develop courses titled SCE 5305 Evaluating Research in Science Education and SCI 5325 Integrated Science for Teachers - Earth (the "Course").
- B. The Author and University shall each contribute copyrightable expression to and intend to be joint owners of educational course materials that will constitute the Course.
- C. The Course will be offered through the TeleCampus.

### **THE AUTHOR, THE UNIVERSITY AND THE TELECAMPUS AGREE THAT:**

#### **1. Rights Granted**

All contributions of original manuscripts or other original materials developed in connection with this Agreement by the Author for TeleCampus delivery (the "Author's Contribution") shall remain the property of the Author. Author agrees that University may offer the Author's Contribution as a TeleCampus Course at least one long semester for each year of the term of this Agreement and renewals thereof, as set forth in this Agreement. TeleCampus has no right to sublicense any use of the Author's Contribution outside the University of Texas System ("U.T. System"). Any such sublicense of the Author's Contribution outside U.T. System will require a separate agreement with the Author.

#### **2. Completion of Author's Contribution to the Course; Other Obligations**

- (a) The Author and the University will prepare and deliver the Course to the TeleCampus according to the schedule set forth in Attachment A to be offered initially Fall 2006 (SCE 5305) and Spring 2007 (SCI 5325), with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work in form and content satisfactory to TeleCampus.

- (b) The Author will attend all mandatory training sessions held for TeleCampus contributors.
- (c) The Author will cooperate with TeleCampus instructional design staff. TeleCampus design staff shall have sole discretion to make all decisions concerning Course design.
- (d) Within thirty (30) days after the parties have executed this Agreement, Author or University representative shall convey to TeleCampus staff the name of one or more persons who have agreed to be Author's production assistant(s).
- (e) The Author will assure that no more than 20% of the Course content consists of materials resident outside of the TeleCampus course management system.
- (f) The Author shall take and pass the Copyright Course Test within 30 days after executing this Agreement or after attending TeleCampus Faculty Training, and will provide the completion certificate to the TeleCampus.
- (g) The Author will comply with the Principles of Good Practice in developing, teaching and evaluating the Course. The Author will submit the completed Principles of Good Practice Self Study prior to initial Course offering.
- (h) Author's or University's failure to meet any of these obligations, including but not limited to the obligation of strict adherence to the schedule set forth in Attachment A, shall be a material breach of this Agreement entitling the TeleCampus immediately to terminate this Agreement pursuant to Section 8(b) and to recover from the Author and/or the University any sums or other resources advanced in connection with the Course. Upon such termination, neither the University nor the Author may offer the Course elsewhere until such advances have been repaid.

### **3. Quoted Material**

With the exception of short excerpts from others' works, which constitute fair use, the Course will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents after consultation with the TeleCampus and will file copies with the TeleCampus at the time the Course is delivered. Any obligations associated with permissions will be the responsibility of the Author.

### **4. Author's Warranty**

- (a) The Author warrants that he or she is the owner of the Author's Contribution and has full power and authority to make this agreement, that he or she will make a good faith effort to follow the U.T. System Copyright Policy (<http://www.utsystem.edu/ogc/intellectualproperty/copyright2.htm>) and that the Author's Contribution will not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.

(b) To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the U. T. System Copyright Policy, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of Texas, the U. T. System will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that he or she may sustain by reason of such infringement or violation by them of any copyright.

(c) In all other cases, the Author will defend, indemnify, and hold harmless the TeleCampus and/or its licensees against all claims, suits, costs, damages, and expenses that the TeleCampus and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Author's Contribution or any infringement or violation by the Author's Contribution of any copyright or property right; and until such claim or suit has been settled or withdrawn, the TeleCampus may withhold any sums due the Author under this agreement.

## **5. Consideration**

(a) In consideration for the grant of rights set forth in Section 1 and delivery of the Course in accordance with the provisions of this Agreement, TeleCampus shall contribute the following resources to the creation of the Course: Training, access to course management system, 24X7X365 technical support for faculty and students, digital library resources, and other services as they become available, such as online tutoring services and plagiarism-detection tools.

(b) University will contribute resources for the creation of the Course, such as materials, hardware, software, production assistance, other assistance, videotaping, programming, teaching load credit, and funding.

(c) University will provide release time to the Author adequate to insure that the Author can meet the contractual obligation to develop the Course through the TeleCampus as required by this Agreement.

(d) University will provide all funds reasonably required to secure permissions Author determines are needed pursuant to Section 3.

## **6. Subsidiary Rights**

The University and the Author do not anticipate commercial exploitation of the Work and so have not allocated the exclusive right to license subsidiary rights to either of them.

## **7. Revisions**

When the Author is also the Instructor, the Author shall retain the right to revise the Author's Contribution during the time the Author is developing and teaching the Course, in accordance with academic standards. The Author further agrees to update the Author's Contribution within sixty (60) days after the receipt of a written request from the TeleCampus during the teaching period and any agreed upon extensions, with the

understanding that all requested revisions should be completed ninety (90) days before the next course offering. The provisions of this Agreement shall apply to each revision of the Author's Contribution by the Author as though that revision were the Course being published for the first time under this Agreement. In the event that the Author is unable or unwilling to provide a revision within the above-referenced time frame after the University or the TeleCampus has requested it, or should the Author be deceased, or at any time after the teaching period and agreed upon extensions, the University or the TeleCampus may have revisions made and may display, in the revised work and in advertising, the name of the person or persons who performed such revisions.

## **8. Term and Termination**

(a) This Agreement shall remain in effect for ten (10) years unless terminated earlier in accordance with this Section 8. Upon expiration of the term and any renewal term(s) described in Section 8(d), or upon earlier termination in accordance with Sections 8(b) or 8(c), the rights granted in the Course shall revert to those provided to joint owners under law subject to retention by the TeleCampus of a non-exclusive right to use the structure and organization of the Course as a guide for the creation of a new course.

(b) If Author or University breaches any obligation contained in Section 2, TeleCampus shall be entitled to terminate this Agreement immediately and obtain the remedy set forth in Section 2.

(c) In the event that any party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.

(d) Upon the expiration of the term of this Agreement, this Agreement shall automatically renew for additional one (1) year terms, upon the same terms and conditions as set forth herein, unless a party notifies the other within 180 days prior to the expiration of the term or prior to the end of any renewal term that it desires to terminate the Agreement.

## **9. Options/Contracts Third Parties**

Nothing contained in Section 8 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of either the University, the Author or the TeleCampus in the income resulting from such agreements.


## **10. Amendments**

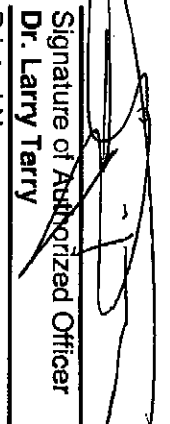
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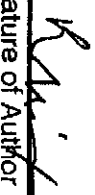
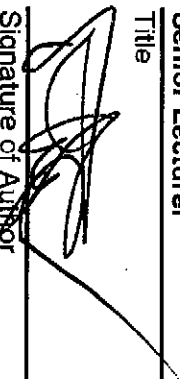
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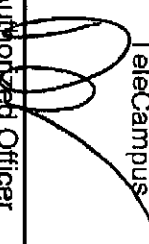
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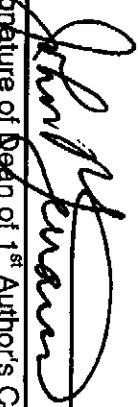
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\_\_\_\_\_  
Signature of Author  
**Dr. Cynthia E. Ledbetter**  
\_\_\_\_\_  
Printed Name  
**Associate Professor, Program Head**  
\_\_\_\_\_  
Title

The University of Texas at Dallas  
  
\_\_\_\_\_  
Signature of Authorized Officer  
**Dr. Larry Terry**  
\_\_\_\_\_  
Printed Name  
**Interim Executive Vice President of Business Affairs**  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature of Author  
**Dr. Rebekah K. Nix**  
\_\_\_\_\_  
Printed Name  
**Senior Lecturer**  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Signature of Author  
**Dr. Fred L. Fifer, Jr.**  
\_\_\_\_\_  
Printed Name  
**Professor**  
\_\_\_\_\_  
Title

The University of Texas System  
TeleCampus  
  
\_\_\_\_\_  
Signature of Authorized Officer  
**Darcy W. Hardy**  
\_\_\_\_\_  
Printed Name  
**Assistant Vice Chancellor for Academic Affairs**  
\_\_\_\_\_  
Title  
**Director, UT TeleCampus**

  
\_\_\_\_\_  
Signature of Dean of 1<sup>st</sup> Author's College  
**Dr. John Ferraris**  
\_\_\_\_\_  
Printed Name  
**Interim Dean, School of Natural Sciences and Mathematics**  
\_\_\_\_\_  
Title

Please print a copy of the Course Development Schedule and attach it to this agreement as Attachment A.

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- **Semester Begins**